

EXHIBIT 16 (Amended)  
Inspire Standard Contracts

## Delaware Subscription Residential Contract Summary

Electric Supplier Information	Inspire Energy Holdings, LLC ("Inspire") 866-403-2620 www.helloinspire.com membersupport@helloinspire.com 1200 Ferry Avenue Camden NJ 08104  Inspire is responsible for your electric supply.
Price Structure	<i>Subscription</i> . A fixed monthly supply price.
Supply Price	\$[amount] / month for the Initial Term.
Statement Regarding Savings	The supply price may not always provide a savings.
Incentives	[Incentive details populated based on plan specifics]  Inspire ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.
Contract Start Date	Your contract will begin on the date your utility processes your enrollment with Inspire, which generally takes three (3) business days.
Contract Term / Length	[number of months] months ("Initial Term").
Cancellation / Early Termination Fees	If you terminate after the three-day rescission period, but before the end of the Initial Term, you will be charged an early termination fee of \$[amount] for each remaining month of the Initial Term. However, if you move outside of your electric distribution company's service territory, you may cancel this agreement with no termination fee.
Rescission Policy	You may rescind this contract without incurring any charge from Inspire if you cancel within (3) business days of the date you sign this contract, submit your enrollment electronically, or return mail an enrollment, as applicable. See section 2 of the Terms and Conditions for details.
Renewal Terms	We will send you a renewal notice forty-five (45) days prior to expiration of the Initial Term, after your Initial Term ends. You may respond at any time prior to the end of your Initial Term to request that your contract not be renewed, in which case you will be returned to standard offer service if you have not selected another retail electricity supplier.

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**

## **Inspire Energy Holdings, LLC Terms and Conditions**

These Terms and Conditions, the Contract Summary, and your enrollment authorization, whether written, verbal, electronic, or otherwise (“Enrollment Authorization”), and any amendments to these documents from time to time, are an agreement (collectively, the “Agreement”) for electric generation service between you (“Customer” or “you”) and Inspire Energy Holdings, LLC (“Inspire,” “we,” or “us”). Your electric distribution company (“EDC”) and provider of last resort is your local utility.

### **1. Background.**

Inspire is a retail electricity supplier licensed by the Delaware Public Service Commission (“Commission” or “PSC”) to offer and supply electric generation services in Delaware. The PSC does not regulate Inspire’s generation prices and charges but does regulate your EDC’s distribution rates and services. You will receive a single bill from your EDC that will contain your EDC charges and Inspire charges

### **2. Your Right to Rescind.**

You may rescind this Agreement at any time within three (3) business days after the start of the rescission period. The rescission period begins on one of the following dates, as applicable:

- (1) when you sign the contract with Inspire;
- (2) when you submit your electronic enrollment to Inspire; or
- (3) you receive the contract and contract summary, if received by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Residential or Small Commercial Customer with sufficient first class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.

You may rescind this by contacting Inspire by phone at 866- 403-2620, email at [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or mail to Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104.

### **3. Definitions.**

"Generation Charge" means the charge for production of electricity.

“PJM” means PJM Interconnection, LLC (or its successor), which operates an electronic transmission system in all or part of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia (“PJM Region”).

“kWh” means kilowatt hour, which is a measurement of your electricity usage.

“Transmission Charge” means the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

#### 4. Contract Overview.

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Incentives	[Incentive details populated based on plan specifics]  Inspire ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.
Contract Start Date	Your contract will begin on the date your utility processes your enrollment with Inspire, which generally takes three (3) business days.
Initial Term / Length	[number of months] months ("Initial Term").
Cancellation / Early Termination Fees	If you terminate after the three-day rescission period, you may be charged an early termination fee of [\$amount] for each remaining month of the Initial Term.
Renewal Terms	Inspire will send you a renewal notice forty-five (45) days prior to the expiration of the Initial Term, which will inform you of changes to the customer contract upon renewal, if any, and your options going forward. For details, please refer to Section 10 of your Terms and Conditions below.

#### 5. Subscription Price.

Your flat monthly supply price is fixed for the Initial Term and will not change during this period. This monthly price will be charged regardless of actual usage. If you call Inspire at 866-403-2620 within twelve (12) days of the end of your current billing cycle, we can provide you with rate information for the following billing cycle. The flat monthly supply price may be higher than what you would be charged under your electric utility's Standard Offer Service rate. Inspire does not guarantee any savings over the electric utility's rates for any particular month or over the entire term of this Agreement. The price is not the total monthly amount for electric service and does not include the electric utility's charges, including, but not limited to electric utility delivery and distribution charges, which are separate amounts that you must pay your electric utility.

To learn more about subscription pricing, please contact us at 866-403-2620, [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or by chat at [www.helloinspire.com](http://www.helloinspire.com).

## **6. Duration of Agreement.**

You will buy your electricity generation service for the street address specified in your Enrollment Authorization from Inspire beginning on the date set by your EDC and service will continue for the length of the Agreement as specified in the Contract Summary above. If you do not enter into a new agreement with Inspire, or you do not take action to switch to another supplier or move back to default service with your EDC at the end of the Initial Term any further service will be governed by the terms of your renewal, if any, described in Section 10 below.

## **7. Cancellation Provisions.**

You may cancel your service under this Agreement at any time. If you cancel this Agreement during the Initial Term, you are subject to a cancellation fee.

However, if you move outside of your EDC's service territory, you may cancel this agreement with no termination fee. Cancellation is effective on the date your EDC switches your account from Inspire.

To cancel this Agreement, please contact Inspire by phone, email, or mail at the contact information contained in this Agreement. If your EDC terminates your service, this Agreement will be automatically cancelled. Inspire reserves the right to cancel this Agreement, in whole or with respect to any particular account(s) covered by this Agreement, at any time for any reason and we will follow applicable rules in providing you notice of this intent. Inspire will provide written notice (by email or U.S. Mail) at least thirty (30) days prior to cancellation. Cancellation occurs on the date it is deemed effective by the EDC, after any applicable notice period, and you will be responsible for unpaid balances as of the cancellation date, until your account is paid in full, and we will not assess a cancellation fee if Inspire cancels this Agreement. Upon cancellation, you may switch to another supplier or return to your EDC's default service.

*Cancellation of Existing Service* - You are responsible for canceling any agreements with other electric suppliers from whom you are purchasing electric service as of the date of this Agreement.

## **8. Special Terms and Conditions: Rewards Program.**

Please refer to your Rewards Terms and Conditions regarding your rewards program, if applicable. If you cancel this Agreement prior to the end of your second billing cycle, you may forfeit some or all of the rewards.

## **9. Environmental Disclosure.**

Typical grid power in your region is produced mostly from dirty fuels like coal, oil, and gas. Inspire Energy ensures that electricity equal to 100% of your electricity usage is produced by clean power generation facilities located in the United States.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Inspire ensures that the applicable percentage of your electricity usage is offset by the generation of energy from clean resources on an annual basis. Inspire does so by purchasing and retiring ‘renewable energy attributes’ or ‘renewable energy certificates’ representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of clean energy in the areas specified for your product. Inspire may take up to three months following the close of a calendar year to make up any deficiency in the clean resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

#### **10. Renewal Provision/Agreement Expiration.**

If Inspire wishes to offer service after the expiration of the Initial Term, Inspire will send you a notice of renewal forty-five (45) days before the end of the Initial Term. The notice will include: (1) any changes to the material terms and conditions, including the electricity price, of this Agreement; (2) information on how you can terminate this Agreement at the conclusion of the term without penalty, and (3) a statement that terminating the Agreement without selecting another supplier will return you to your EDC’s standard offer service.

If you receive a renewal notice, this Agreement will automatically renew with the revised offer and Terms and Conditions unless you cancel the renewal of this Agreement by notifying Inspire not later than 15 days prior to the end of the term. If you cancel the renewal, then this Agreement will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date, but we will not assess a cancellation fee.

You may be renewed on to a variable price plan. The variable price is subject to change each month based on the following factors: the cost to supply electricity in the PJM market (including energy, capacity, settlement, ancillary services, renewable energy, charges for delivering electricity over a distribution system to the home or business from the transmission system and other PJM market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. The price per kilowatt-hour for this product, as modified from time to time, shall be all-inclusive of energy, capacity, congestion, settlement, ancillaries, and all other charges we incur to provide electric generation service to you. There are no extra charges except sales tax, if applicable. The price may be higher than your EDC’s supply rate in any month, and there is no limit on price variability from month to month. Inspire does not guarantee any savings over the EDC’s rates in any month or for the entire term of this Agreement. The price does not include your EDC distribution charges and other EDC fees and charges, which are separate amounts that you must pay your EDC. There is not a limit on how much the variable price may change from one billing cycle to the next.

To learn more about your variable price, including accessing your upcoming price 12 days before your next billing cycle, please call us at 866-403-2620.

You may contact Inspire at 866-403-2620, online at [www.helloinspire.com](http://www.helloinspire.com), via email at [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or go to [www.helloinspire.com/de/rate-disclosure](http://www.helloinspire.com/de/rate-disclosure) to obtain the previous 24 months' average monthly billed prices for customers in your rate class. If Inspire has not been serving customers in your rate class for 24 months, Inspire will provide the average billed price for the months available to-date. Historical pricing is not indicative of present or future pricing.

## **11. Billing and Payment.**

You will receive one consolidated bill from your EDC each billing cycle for the electric and related services provided by Inspire and the distribution and other services provided by your EDC. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs. Past-due charges may incur late fees as set forth in your EDC's tariffs. In the event your EDC charges Inspire for services related to your account, Inspire reserves the right to bill you for these charges.

## **12. Title and Taxes.**

Each party will indemnify and hold the other party harmless from any and all claims (including claims for personal injury, death, or property damage), losses, fees, taxes, damages, suits, causes of actions and judgments of any kind arising hereunder while title and risk of loss are vested in the indemnifying party. You will be responsible for the payment of all transfer, sales or other taxes related to Inspire's service under this Agreement. If you are exempt from any such taxes, you are responsible for identifying and requesting such exemption from the collection of taxes by filing appropriate documentation with Inspire and/or your EDC, as applicable.

## **13. Contact Information/Customer Complaints/Dispute Procedure.**

If you have a question about your bill or service, you may contact Inspire at 866-403-2620, [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or by chat at [www.helloinspire.com](http://www.helloinspire.com). If you are not satisfied with the response from Inspire's customer care representative, you may ask that your questions be referred to an Inspire supervisor, who will respond promptly.

If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PSC or the Public Advocate using the below contact information:

Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
<http://dep.sc.delaware.gov>

1-800-282-8574

Delaware Public Advocate  
29 South State Street  
Dover, DE 19904  
<https://publicadvocate.delaware.gov>  
888-607-2427

You will be responsible for payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution. Inspire must adhere to the provision in 26 DE Admin. Code § 3002-3.2.2 regarding good faith disputes.

#### **14. Limitation of Liability.**

Inspire's aggregate liability arising out of or related to this Agreement shall not exceed the amount of your largest monthly invoice for electric service during the twelve (12) months immediately preceding cancellation of this Agreement. The Parties agree to the extent permitted by law that the statute of limitations with respect to all claims arising out of or related to this Agreement shall be reduced to the lesser of (x) two years from the event giving rise to the claim or (y) the minimum period permitted by law and any action not brought within such time period shall be barred without regard to any other limitations period. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, INSPIRE'S LIABILITY SHALL BE LIMITED TO ONLY THE DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **15. Binding Effects; Assignment.**

This Agreement shall extend to and be binding upon Inspire's respective permitted successors and permitted assigns. You may not assign this Agreement, in whole or in part, without Inspire's prior written consent and any attempted assignment shall be void. Inspire may, without your consent, sell, transfer, pledge, encumber or assign the accounts receivable and revenues derived



from this Agreement (or any proceeds thereof). In addition, Inspire may assign the rights and obligations hereunder consistent with applicable law.

#### **16. Force Majeure.**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT INSPIRE'S LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **17. Severability.**

Each provision of this Agreement is made subject to the maximum extent permitted by law and if any of the provisions, or portions or applications hereof are held to be unenforceable or invalid by any court of competent jurisdiction, Inspire and Customer shall negotiate an equitable adjustment to or amendment of the affected provisions with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications hereof or thereof, shall not be affected thereby.

#### **18. Application of the UCC.**

THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER AND IF ANY TOPIC OR MATTER ADDRESSED HEREIN IS ALSO ADDRESSED IN SUCH ARTICLE 2, THEN THIS AGREEMENT SHALL CONTROL AS TO SUCH TOPIC OR MATTER. CUSTOMER HEREBY WAIVES ANY RIGHTS IT MAY HAVE PURSUANT TO SECTION 2609 OF THE UCC, OR ANY OTHER SIMILAR DOCTRINE UNDER LAW OR STATUTE WHEREBY CUSTOMER MAY DEMAND ADEQUATE ASSURANCE OF PERFORMANCE FROM INSPIRE.

#### **19. WAIVER OF JURY TRIAL.**

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN DOVER, DELAWARE. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE

CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY, PROVIDED HOWEVER, INSPIRE MAY CHANGE THE TIME, PLACE, MANNER, PROCESS OR PROCEDURE OF THE BINDING OBLIGATION TO ARBITRATE IN COMPLIANCE WITH THE FOLLOWING SECTION.

## **20. Other Provisions.**

This Agreement and any amendments to these documents constitute your entire Agreement between you and Inspire with regard to your purchase of electric generation and other related services from Inspire. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. “Law” means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. This Agreement is binding upon the parties and their respective successors and assigns. There are no third-party beneficiaries to this Agreement. This Agreement will be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in the State and Federal courts located in Wilmington, Delaware.

## **21. Customer Information Release Authorization.**

By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide service to you, including your address, telephone number, account number(s), future and historical electricity consumption, meter readings including smart meter data, payment history, billing determinants, rate classifications, and peak electricity demand. You further agree that Inspire may share information about your account with any designated rewards partner to the extent necessary to administer the rewards program consistent with the privacy policy of Inspire, which can be found at <https://www.helloinspire.com/policies/privacy-policy>. We reserve the right to share information with Inspire affiliates, subsidiaries, your utility, and any service vendor or others Inspire uses to our business — including third party entities with we have relationships, to the extent permitted by law. We will not distribute or sell your personal information to any unaffiliated party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement or to allow you to receive any rewards. This authorization will remain in effect for the duration of this Agreement. You may rescind this authorization at any time by providing written notice thereof to Inspire, at 1200 Ferry Avenue Camden NJ 08104 or by calling Inspire at 866-403-2620. Inspire reserves the right to cancel this Agreement on thirty (30) calendar days’ notice in the event Customer rescinds such authorization.

## **22. Use of Information.**

You agree that Inspire may share your information with Inspire’s subsidiaries and/ or affiliates, your utility, and any service vendor or others Inspire uses to support our business, including any third party entities with whom we have relationships. You may rescind these authorizations and restrict the release of your information by contacting us by phone at 1.866.403.2620. Inspire

reserves the right, to the extent permitted by law, to reject your enrollment or terminate this Agreement and cancel your service in accordance with this Agreement in the event these authorizations are rescinded.

### **23. Regulatory Changes.**

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Inspire is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Inspire will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, PJM, the Commission or any governmental agency, whereby Inspire incurs additional charges or costs as a result of such changes, then Inspire will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Inspire by providing you with 45 days' notice before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

### **24. Amendments.**

If after execution of this Agreement, Inspire changes any of its material terms, you will be notified of such changes and you will be provided a copy of or website link to access the updated terms. We will send you notice forty-five (45) days in advance of the effective date of the amendment that will explain your options. However, in no event shall Inspire be permitted to change the waiver of jury trial provision contained herein with respect to Customer or Inspire. The amendment will become effective unless you notify Inspire not later than 15 days before the effective date that you do not accept the amendment. If you send such a notice, then Inspire, in its sole discretion, may terminate this Agreement at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a cancellation fee. Upon termination, you will be switched to your EDC's standard offer service unless you choose another electricity provider. For the avoidance of doubt, in no event shall any such updated version of the Agreement change, alter, amend or otherwise be construed to mean that the mandatory nature of the waiver of jury trial provision contained herein is changed.

### **25. Notices.**

Unless otherwise required by law, you agree that Inspire may transmit to you all notices electronically, including via electronic mail ("e-mail") to the e-mail address you have provided to Inspire. You shall notify Inspire within seven (7) calendar days in the event your e-mail address changes by calling Inspire at 866-403-2620.

### **26. Contact Information.**

Electric supplier name: Inspire Energy Holdings, LLC  
Mailing address: 1200 Ferry Avenue Camden NJ 08104  
Phone number: 866-403-2620

Internet address: [www.helloinspire.com](http://www.helloinspire.com)

If you have an electric outage, service interruption or other emergency, you can contact your Delmarva Power at 1-800-898-8042.

To contact the Delaware Public Service Commission:

Delaware Public Service Commission

861 Silver Lake Boulevard

Cannon Building, Suite 100

Dover, DE 19904

<http://depsec.delaware.gov>

1-800-282-8574

To contact the Delaware Division of the Public Advocate

Delaware Public Advocate

29 South State Street

Dover, DE 19904

<https://publicadvocate.delaware.gov>

888-607-2427

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have read and agree to these contractual terms and I am authorized to approve this change in utility service to Inspire.

Delaware Electricity Fixed Sales Agreement

Sales Ambassador Name

Sales Ambassador ID #

Date of Sale

64eb8ef0

## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Inspire Energy Holdings, LLC at Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104 not later than midnight of \_\_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**

## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

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**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**

### Delaware Fixed Rate Residential Contract Summary

Electric Supplier Information	<p>Inspire Energy Holdings, LLC (“Inspire”)  www.helloinspire.com  866-403-2620  membersupport@helloinspire.com  1200 Ferry Avenue Camden NJ 08104</p> <p>Inspire is responsible for your electric supply.</p>
Price Structure	Fixed. Your supply price is fixed for the Initial Term and includes costs associated with the generation and transmission of your electricity supply.
Supply Price	[amount] per kWh for [term] months.
Statement Regarding Savings	The supply price may not always provide a savings.
Incentives	<p>[Incentive details populated based on plan specifics]</p> <p>Inspire ensures that electricity equal to 100% of your electricity usage is produced by clean power generation facilities located in the United States.</p>
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### **1. Background.**

Inspire is a retail electricity supplier licensed by the Delaware Public Service Commission (“Commission” or “PSC”) to offer and supply electric generation services in Delaware. The PSC does not regulate Inspire’s generation prices and charges but does regulate your EDC’s distribution rates and services. You will receive a single bill from your EDC that will contain your EDC charges and Inspire charges

### **2. Your Right to Rescind.**

You may rescind this Agreement at any time within three (3) business days after the start of the rescission period. The rescission period begins on one of the following dates, as applicable:

- (1) when you sign the contract with Inspire;
- (2) when you submit your electronic enrollment to Inspire; or
- (3) you receive the contract and contract summary, if received by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Residential or Small Commercial Customer with sufficient first class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.

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### **3. Definitions.**

“Generation Charge” means the charge for production of electricity.

“PJM” means PJM Interconnection, LLC (or its successor), which operates an electronic transmission system in all or part Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia (“PJM Region”).

“kWh” means kilowatt hour, which is a measurement of your electricity usage.

“Transmission Charge” means the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.



#### 4. Contract Overview.

Electric Supplier Information	Inspire Energy Holdings, LLC (“Inspire”) www.helloinspire.com 866-403-2620 membersupport@helloinspire.com 1200 Ferry Avenue Camden NJ 08104  Inspire is responsible for your electric supply.
Price Structure	Fixed. Your supply price is fixed for the Initial Term and includes costs associated with the generation and transmission of your electricity supply.
Supply Price	[\$amount] per kWh for the Initial Term.
Statement Regarding Savings	The supply price may not always provide a savings.
Incentives	[Incentive details populated based on plan specifics]  Inspire ensures that electricity equal to 100% of your electricity usage is produced by clean power generation facilities located in the United States.
Contract Start Date	Your contract will begin on the date your utility processes your enrollment with Inspire, which generally takes three (3) business days.
Contract Term / Length	[number of months] months (“Initial Term”).
Cancellation / Early Termination Fees	If you terminate after the three-day rescission period, but before the end of the Initial Term, you may be charged an early termination fee of [\$amount] for each month remaining month of the Initial Term.
Renewal Terms	We will send you a renewal notice forty-five (45) days prior to expiration of the Initial Term, after which point we will serve you under the terms of described in the renewal notice.

#### 5. Fixed Price.

You agree to pay the price per kWh described in the Contract Summary. This price includes Generation Charges and Transmission Charges. If you call Inspire at 866-403-2620 within twelve (12) days of the end of your current billing cycle, we can provide you with rate information for the following billing cycle. The price may be higher than your EDC’s supply rate. Inspire does not guarantee any savings over the EDC’s rates for the term of this Agreement. The price does not include EDC charges, including, but not limited to, EDC delivery and distribution charges, which are separate amounts that you must pay your EDC. To learn more about your fixed price, please call us at 866-403-2620.

#### 6. Duration of Agreement.

You will buy your electricity generation service for the street address specified in your Enrollment Authorization from Inspire beginning on the date set by your EDC and service will continue for the length of the Agreement as specified in the Contract Summary above. If you do not enter into a new agreement with Inspire, or you do not take action to switch to another supplier or move back to default service with your EDC at the end of the Initial Term any further service will be governed by the terms of your renewal, if any, as fully described in Section 10 below.

## **7. Cancellation Provisions.**

You may cancel your service under this Agreement at any time. If you cancel this Agreement, you may be subject to a cancellation fee, as set forth in the Contract Summary.

However, if you move outside of your EDC's service territory, you may cancel this agreement with no termination fee.

Cancellation is effective as of the date your EDC has switched your account from Inspire. To cancel this Agreement, please contact Inspire by phone, email, or mail at the contact information contained in this Agreement. If your EDC terminates your service, this Agreement will be automatically cancelled. Inspire may cancel this Agreement with thirty (30) days' written notice (by email or U.S. Mail) if: i) you fail to make timely payment of Inspire charges; or ii) if at some future date there is a change in any law, regulation, market rule, or tariff that materially impairs Inspire's ability to fulfill its obligations under this Agreement. We will follow applicable rules in providing notice to you if we intend to cancel this Agreement for either of the reasons specified in (i) or (ii) above. Inspire reserves the right to cancel this Agreement, in whole or with respect to any particular account(s) covered by this Agreement, at any time for any reason and we will follow applicable rules in providing you notice of this intent. Cancellation is effective upon the date as deemed effective by the EDC, after any applicable notice period, and you will be responsible for unpaid balances as of the cancellation date, until your account is paid in full, and we will not assess a cancellation fee if Inspire cancels this Agreement. If this agreement is terminated, you will return to EDC default service unless you enroll with another supplier.

*Cancellation of Existing Service* – You are responsible for canceling any agreements with other electric suppliers from whom you are purchasing electric service as of the date of this Agreement.

## **8. Special Terms and Conditions: Rewards Program.**

Please refer to your Welcome Confirmation letter or email regarding your rewards program, if applicable. If you cancel this Agreement prior to the end of your second billing cycle, you may forfeit some or all of the rewards described in your Welcome Confirmation.

## **9. Environmental Disclosure.**

Typical grid power in your region is produced mostly from dirty fuels like coal, oil, and gas. Inspire Energy ensures that electricity equal to 100% of your electricity usage is produced by clean power generation facilities located in the United States.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Inspire ensures that the applicable percentage of your electricity usage is offset by the generation of energy from clean resources on an annual basis. Inspire does so by purchasing and retiring ‘renewable energy attributes’ or ‘renewable energy certificates’ representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of clean energy in the areas specified for your product. Inspire may take up to three months following the close of a calendar year to make up any deficiency in the clean resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

#### **10. Renewal Provision/Agreement Expiration.**

If Inspire wishes to offer service after the expiration of the Initial Term, Inspire will send you a notice of renewal forty-five (45) days before the end of the Initial Term. The notice will include: (1) any changes to the material terms and conditions, including the electricity price, of this Agreement; (2) information on how you can terminate this Agreement at the conclusion of the term without penalty, and (3) a statement that terminating the Agreement without selecting another supplier will return you to your EDC’s standard offer service.

If you receive a renewal notice, this Agreement will automatically renew with the revised offer and Terms and Conditions unless you cancel the renewal of this Agreement by notifying Inspire not later than 15 days prior to the end of the term. If you cancel the renewal, then this Agreement will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date, but we will not assess a cancellation fee.

You may be renewed on to a variable price plan. The variable price is subject to change each month based on the following factors: the cost to supply electricity in the PJM market (including energy, capacity, settlement, ancillary services, renewable energy, charges for delivering electricity over a distribution system to the home or business from the transmission system and other PJM market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. The price per kilowatt-hour for this product, as modified from time to time, shall be all-inclusive of energy, capacity, congestion, settlement, ancillaries, and all other charges we incur to provide electric generation service to you. There are no extra charges except sales tax, if applicable. The price may be higher than your EDC’s supply rate in any month, and there is no limit on price variability from month to month. Inspire does not guarantee any savings over the EDC’s rates in any month or for the entire term of this Agreement. The price does not include your EDC distribution charges and other EDC fees and charges, which are separate amounts that you must pay your EDC. There is not a limit on how much the variable price may change from one billing cycle to the next.

To learn more about your variable price, including accessing your upcoming price 12 days before your next billing cycle, please call us at 866-403-2620.

You may contact Inspire at 866-403-2620, online at [www.helloinspire.com](http://www.helloinspire.com), via email at [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or go to [www.helloinspire.com/de/rate-disclosure](http://www.helloinspire.com/de/rate-disclosure) to obtain the previous 24 months' average monthly billed prices for customers in your rate class. If Inspire has not been serving customers in your rate class for 24 months, Inspire will provide the average billed price for the months available to-date. Historical pricing is not indicative of present or future pricing.

#### **11. Billing and Payment.**

You will receive one consolidated bill from your EDC each billing cycle for the electric and related services provided by Inspire and the distribution and other services provided by your EDC. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs. Past-due charges may incur late fees as set forth in your EDC's tariffs. In the event your EDC charges Inspire for services related to your account and you are a variable price customer, Inspire reserves the right to bill you for these charges.

#### **12. Title and Taxes.**

Each party will indemnify and hold the other party harmless from any and all claims (including claims for personal injury, death, or property damage), losses, fees, taxes, damages, suits, causes of actions and judgments of any kind arising hereunder while title and risk of loss are vested in the indemnifying party. You will be responsible for the payment of all transfer, sales or other taxes related to Inspire's service under this Agreement. If you are exempt from any such taxes, you are responsible for identifying and requesting such exemption from the collection of taxes by filing appropriate documentation with Inspire and/or your EDC, as applicable.

#### **13. Contact Information/Customer Complaints/Dispute Procedure.**

If you have a question about your bill or service, you may contact Inspire at 866-403-2620, [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or by chat at [www.helloinspire.com](http://www.helloinspire.com). If you are not satisfied with the response from Inspire's customer care representative, you may ask that your questions be referred to an Inspire supervisor, who will respond promptly.

If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PSC or the Public Advocate using the below contact information:

Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
<http://depssc.delaware.gov>  
1-800-282-8574

Delaware Public Advocate  
29 South State Street  
Dover, DE 19904  
<https://publicadvocate.delaware.gov>  
888-607-2427

You will be responsible for payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution. Inspire must adhere to the provision in 26 DE Admin. Code § 3002-3.2.2 regarding good faith disputes.

#### **14. Limitation of Liability.**

Inspire's aggregate liability arising out of or related to this Agreement shall not exceed the amount of your largest monthly invoice for electric service during the twelve (12) months immediately preceding cancellation of this Agreement. The Parties agree to the extent permitted by law that the statute of limitations with respect to all claims arising out of or related to this Agreement shall be reduced to the lesser of (x) two years from the event giving rise to the claim or (y) the minimum period permitted by law and any action not brought within such time period shall be barred without regard to any other limitations period. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, INSPIRE'S LIABILITY SHALL BE LIMITED TO ONLY THE DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **15. Binding Effects; Assignment.**

This Agreement shall extend to and be binding upon Inspire's respective permitted successors and permitted assigns. You may not assign this Agreement, in whole or in part, without Inspire's prior written consent and any attempted assignment shall be void. Inspire may, without your consent, sell, transfer, pledge, encumber or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof). In addition, Inspire may assign the rights and obligations hereunder consistent with applicable law

## **16. Force Majeure.**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT INSPIRE'S LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **17. Severability.**

Each provision of this Agreement is made subject to the maximum extent permitted by law and if any of the provisions, or portions or applications hereof are held to be unenforceable or invalid by any court of competent jurisdiction, Inspire and Customer shall negotiate an equitable adjustment to or amendment of the affected provisions with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications hereof or thereof, shall not be affected thereby.

## **18. Application of the UCC.**

THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER AND IF ANY TOPIC OR MATTER ADDRESSED HEREIN IS ALSO ADDRESSED IN SUCH ARTICLE 2, THEN THIS AGREEMENT SHALL CONTROL AS TO SUCH TOPIC OR MATTER. CUSTOMER HEREBY WAIVES ANY RIGHTS IT MAY HAVE PURSUANT TO SECTION 2-609 OF THE UCC, OR ANY OTHER SIMILAR DOCTRINE UNDER LAW OR STATUTE WHEREBY CUSTOMER MAY DEMAND ADEQUATE ASSURANCE OF PERFORMANCE FROM Inspire.

## **19. WAIVER OF JURY TRIAL.**

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN DOVER, DELAWARE. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY, PROVIDED HOWEVER, INSPIRE MAY CHANGE THE TIME, PLACE, MANNER, PROCESS OR

## PROCEDURE OF THE BINDING OBLIGATION TO ARBITRATE IN COMPLIANCE WITH THE FOLLOWING SECTION.

### **20. Other Provisions.**

This Agreement and any amendments to these documents constitute your entire Agreement between you and Inspire with regard to your purchase of electric generation and other related services from Inspire. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in the State and Federal courts located in Wilmington, Delaware.

### **21. Customer Information Release Authorization.**

By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide service to you, including your address, telephone number, account number(s), future and historical electricity consumption, meter readings including smart meter data, payment history, billing determinants, rate classifications, and peak electricity demand and that Inspire may share information about your account with any designated rewards partner to the extent necessary to administer the rewards program consistent with the privacy policy of Inspire, which can be found at <https://www.helloinspire.com/policies/privacy-policy>. We reserve the right to share information with Inspire's affiliates, to the extent permitted by law, but we will not distribute or sell your personal information to any unaffiliated party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement or to allow you to receive any rewards described in the Welcome Confirmation. This authorization will remain in effect for the duration of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Inspire, at 1200 Ferry Avenue Camden NJ 08104 or calling Inspire at 866-403-2620. Inspire reserves the right to cancel this Agreement on thirty (30) calendar days' notice in the event Customer rescinds such authorization.

### **22. Use of Information.**

You agree that Inspire may share your information with Inspire's subsidiaries and/ or affiliates, your utility, and any service vendor or others Inspire uses to support our business, including any third party entities with whom we have relationships. You may rescind these authorizations and restrict the release of your information by contacting us by phone at 1.866.403.2620. Inspire reserves the right, to the extent permitted by law, to reject your enrollment or terminate this Agreement and cancel your service in accordance with this Agreement in the event these authorizations are rescinded.

### **23. Regulatory Changes.**

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Inspire is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Inspire will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, PJM, the Commission or any governmental agency, whereby Inspire incurs additional charges or costs as a result of such changes, then Inspire will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Inspire by providing you with 45 days' notice before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

#### **24. Amendments.**

If, at any time after receipt of your Welcome Confirmation, Inspire changes the material terms of this Agreement, you will be notified of such changes and you will be provided a copy of or website link to access the updated terms. We will send you notice forty-five (45) days in advance of the effective date of the amendment that will explain your options. However, in no event shall Inspire be permitted to change the waiver of jury trial provision contained herein with respect to Customer or Inspire. The amendment will become effective unless you notify Inspire not later than 15 days before the effective date that you do not accept the amendment. If you send such a notice, then Inspire, in its sole discretion, may terminate this Agreement at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a cancellation fee. Upon termination, you will be switched to your EDC's standard offer service unless you choose another electricity provider. For the avoidance of doubt, in no event shall any such updated version of the Agreement change, alter, amend or otherwise be construed to mean that the mandatory nature of the waiver of jury trial provision contained herein is changed.

#### **25. Notices.**

Unless otherwise required by law, you agree that Inspire may transmit to you all notices via electronic mail ("e-mail"), to the e-mail address you have provided to Inspire. You shall notify Inspire within seven (7) calendar days in the event your e-mail address changes by calling Inspire at 866-403-2620.

#### **26. Contact Information.**

Electric Generation Supplier Name: Inspire Energy Holdings, LLC  
1200 Ferry Avenue Camden NJ 08104  
Phone Number: 866-403-2620  
Internet Address: [www.helloinspire.com](http://www.helloinspire.com)

If you have an electric outage, service interruption or other emergency, you can contact your Delmarva Power at 1-800-898-8042.



To contact the Delaware Public Service Commission:  
Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
<http://depssc.delaware.gov>  
1-800-282-8574

To contact the Delaware Division of the Public Advocate  
Delaware Public Advocate  
29 South State Street  
Dover, DE 19904  
<https://publicadvocate.delaware.gov>  
888-607-2427

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
I have read and agree to these contractual terms and I am authorized to approve this change in utility service to Inspire.

Delaware Electricity Fixed Sales Agreement  
Sales Ambassador Name  
Sales Ambassador ID #  
Date of Sale

## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Inspire Energy Holdings, LLC at Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104 not later than midnight of \_\_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**

## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Inspire Energy Holdings, LLC at Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104 not later than midnight of \_\_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**

## Delaware Variable Rate Residential Contract Summary

Electric Supplier Information	<p>Inspire Energy Holdings, LLC (“Inspire”)  866-403-2620  <a href="http://www.helloinspire.com">www.helloinspire.com</a>  <a href="mailto:membersupport@helloinspire.com">membersupport@helloinspire.com</a>  1200 Ferry Avenue Camden NJ 08104</p> <p>Inspire is responsible for your electric supply.</p>
Price Structure	<p>Variable. Variable price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable fees, charges or other assessments and Inspire’s costs, expenses and margins. There is not a limit on how much the variable price may change from one billing cycle to the next. Historical pricing can be found by visiting at <a href="http://www.helloinspire.com/de/rate-disclosure">www.helloinspire.com/de/rate-disclosure</a>. Additionally, you can call us at 866-403-2620 to access historical pricing information and your upcoming price 12 days before your next billing cycle. Historical pricing is not indicative of present or future pricing.</p>
Supply Price	<p>An introductory price of [amount] per kWh for your first month of service, then a variable price for each subsequent month. To access your variable price for the next billing cycle, please call us at 866-403-2620 twelve or fewer days prior to the close of your current billing cycle.</p>
Statement Regarding Savings	<p>The supply price may not always provide a savings.</p>
Incentives	<p>[Incentive details populated based on plan specifics]</p> <p>Inspire ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.</p>
Contract Start Date	<p>Your contract will begin on the date your utility processes your enrollment with Inspire, which generally takes three (3) business days.</p>
Contract Term / Length	<p>Month-to-month</p>
Cancellation / Early Termination Fees	<p>No cancellation or early termination fees.</p>
Rescission Policy	<p>You may rescind this contract without incurring any charge from Inspire if you cancel within (3) business days of the date you sign this contract, submit your enrollment electronically, or return mail an enrollment, as applicable. See section 2 of the Terms and Conditions for details.</p>
Renewal Terms	<p>This is a month-to-month contract. Inspire will continue to supply your electricity until cancelled by either you or Inspire.</p>

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**

## **Inspire Energy Holdings, LLC Terms and Conditions**

These Terms and Conditions, the Contract Summary, and your enrollment authorization, whether written, verbal, electronic, or otherwise (“Enrollment Authorization”), and any amendments to these documents from time to time, are an agreement (collectively, the “Agreement”) for electric generation service between you (“Customer” or “you”) and Inspire Energy Holdings, LLC (“Inspire,” “we,” or “us”). Your electric distribution company (“EDC”) and provider of last resort is your local utility.

### **1. Background.**

Inspire is a retail electricity supplier licensed by the Delaware Public Service Commission (“Commission” or “PSC”) to offer and supply electric generation services in Delaware. The PSC does not regulate Inspire’s generation prices and charges but does regulate your EDC’s distribution rates and services. You will receive a single bill from your EDC that will contain your EDC charges and Inspire charges

### **2. Your Right to Rescind.**

You may rescind this Agreement at any time within three (3) business days after the start of the rescission period. The rescission period begins on one of the following dates, as applicable:

- (1) when you sign the contract with Inspire;
- (2) when you submit your electronic enrollment to Inspire; or
- (3) you receive the contract and contract summary, if received by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Residential or Small Commercial Customer with sufficient first class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.

You may rescind this by contacting Inspire by phone at 866- 403-2620, email at [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or mail to Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104.

### **3. Definitions.**

“Generation Charge” means the charge for production of electricity.

“PJM” means PJM Interconnection, LLC (or its successor), which operates an electronic transmission system in all or part Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia (“PJM Region”).

“kWh” means kilowatt hour, which is a measurement of your electricity usage.

“Transmission Charge” means the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

#### 4. Contract Overview.

Electric Supplier Information	Inspire Energy Holdings, LLC (“Inspire”) 866-403-2620 www.helloinspire.com membersupport@helloinspire.com 1200 Ferry Avenue Camden NJ 08104  Inspire is responsible for your electric supply.
Price Structure	Variable. Variable price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable fees, charges or other assessments and Inspire’s costs, expenses and margins. There is not a limit on how much the variable price may change from one billing cycle to the next. Historical pricing can be found by visiting at <a href="http://www.helloinspire.com/de/rate-disclosure">www.helloinspire.com/de/rate-disclosure</a> . Additionally, you can call us at 866-403-2620 to access historical pricing information and your upcoming price 12 days before your next billing cycle. Historical pricing is not indicative of present or future pricing.
Supply Price	An introductory price of [amount] per kWh for your first month of service, then a variable price for each subsequent month. To access your variable price for the next billing cycle, please call us at 866- 403-2620 twelve or fewer days prior to the close of your current billing cycle.
Statement Regarding Savings	The supply price may not always provide a savings.
Incentives	[Incentive details populated based on plan specifics]  Inspire ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.
Contract Start Date	Your contract will begin on the date your utility processes your enrollment with Inspire, which generally takes three (3) business days.
Contract Term / Length	Month-to-month
Cancellation / Early Termination Fees	No cancellation or early termination fees.
Renewal Terms	This is a month-to-month contract. Inspire will continue to supply your electricity until cancelled by either you or Inspire.

#### 5. Variable Price.

The price is subject to change each month. If you call Inspire at 866-403-2620 within twelve (12) days of the end of your current billing cycle, we can provide you with rate information for the

following billing cycle. Your price for the initial month is the price per kWh described in the Contract Summary. After the first month, but not more frequently than monthly, and with no advance notice we may increase or decrease your price based on the following factors: the cost to supply electricity in the PJM market (including energy, capacity, settlement, ancillary services, renewable energy, charges for delivering electricity over a distribution system to the home or business from the transmission system and other PJM market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. The price per kilowatt-hour for this product, as modified from time to time, shall be all-inclusive of energy, capacity, congestion, settlement, ancillaries, and all other charges we incur to provide electric generation service to you. There are no extra charges except sales tax, if applicable. The price may be higher than your EDC's supply rate in any month, and there is no limit on price variability from month to month. Inspire does not guarantee any savings over the EDC's rates in any month or for the entire term of this Agreement. The price does not include your EDC distribution charges and other EDC fees and charges, which are separate amounts that you must pay your EDC. There is not a limit on how much the variable price may change from one billing cycle to the next.

To learn more about your variable price, including accessing your upcoming price 12 days before your next billing cycle, please call us at 866-403-2620.

You may contact Inspire at 866-403-2620, online at [www.helloinspire.com](http://www.helloinspire.com), via email at [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or go to [www.helloinspire.com/de/rate-disclosure](http://www.helloinspire.com/de/rate-disclosure) to obtain the previous 24 months' average monthly billed prices for customers in your rate class. If Inspire has not been serving customers in your rate class for 24 months, Inspire will provide the average billed priced for the months available to-date. Historical pricing is not indicative of present or future pricing.

**6. Duration of Agreement.** You will buy your electricity generation service for the street address specified in your Enrollment Authorization from Inspire beginning on the date set by your EDC and service will continue month-to-month basis.

## **7. Cancellation Provisions.**

You may cancel your service under this Agreement at any time with no cancellation fee. Cancellation is effective as of the date your EDC has switched your account from Inspire. To cancel this Agreement, please contact Inspire by phone, email, or mail at the contact information contained in this Agreement. If your EDC terminates your service, this Agreement will be automatically cancelled. Inspire may cancel this Agreement with thirty (30) days' written notice (by email or U.S. Mail) if: i) you fail to make timely payment of Inspire charges; or ii) if at some future date there is a change in any law, regulation, market rule, or tariff that materially impairs Inspire's ability to fulfill its obligations under this Agreement. We will follow applicable rules in providing notice to you if we intend to cancel this Agreement for either of the reasons specified in (i) or (ii) above. Inspire reserves the right to cancel this Agreement, in whole or with respect to any particular account(s) covered by this Agreement, at any time for any reason and we will follow applicable rules in providing you notice of this intent. Cancellation is effective upon the date as deemed effective by the EDC, after any applicable notice period, and you will be



responsible for unpaid balances as of the cancellation date, until your account is paid in full, and we will not assess a cancellation fee if Inspire cancels this Agreement. If this agreement is terminated, you will return to EDC default service unless you enroll with another supplier.

If you move outside of your EDC's service territory, you may cancel this agreement with no termination fee.

*Cancellation of Existing Service* – You are responsible for canceling any agreements with other electric suppliers from whom you are purchasing electric service as of the date of this Agreement.

## **8. Special Terms and Conditions: Rewards Program.**

Please refer to your Welcome Confirmation letter or email regarding your rewards program, if applicable. If you cancel this Agreement prior to the end of your second billing cycle, you may forfeit some or all of the rewards described in your Welcome Confirmation.

## **9. Environmental Disclosure.**

Typical grid power in your region is produced mostly from dirty fuels like coal, oil, and gas. Inspire Energy ensures that electricity equal to 100% of your electricity usage is produced by clean power generation facilities located in the United States.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Inspire ensures that the applicable percentage of your electricity usage is offset by the generation of energy from clean resources on an annual basis. Inspire does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of clean energy in the areas specified for your product. Inspire may take up to three months following the close of a calendar year to make up any deficiency in the clean resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

## **10. Renewal Provision/Agreement Expiration.**

This is a month-to-month Agreement that will continue until cancelled/terminated by you or by Inspire in accordance with Section 7 (Cancellation Provisions) above.

## **11. Billing and Payment.**

You will receive one consolidated bill from your EDC each billing cycle for the electric and related services provided by Inspire and the distribution and other services provided by your EDC. You will make payment for all of these services directly to your EDC in accordance with

the payment terms stated in your EDC's tariffs. Past-due charges may incur late fees as set forth in your EDC's tariffs. In the event your EDC charges Inspire for services related to your account, Inspire reserves the right to bill you for these charges.

## **12. Title and Taxes.**

Each party will indemnify and hold the other party harmless from any and all claims (including claims for personal injury, death, or property damage), losses, fees, taxes, damages, suits, causes of actions and judgments of any kind arising hereunder while title and risk of loss are vested in the indemnifying party. You will be responsible for the payment of all transfer, sales or other taxes related to Inspire's service under this Agreement. If you are exempt from any such taxes, you are responsible for identifying and requesting such exemption from the collection of taxes by filing appropriate documentation with Inspire and/or your EDC, as applicable.

## **13. Contact Information/Customer Complaints/Dispute Procedure.**

If you have a question about your bill or service, you may contact Inspire at 866-403-2620, [membersupport@helloinspire.com](mailto:membersupport@helloinspire.com), or by chat at [www.helloinspire.com](http://www.helloinspire.com). If you are not satisfied with the response from Inspire's customer care representative, you may ask that your questions be referred to an Inspire supervisor, who will respond promptly.

If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PSC or the Public Advocate using the below contact information:

Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
<http://depssc.delaware.gov>  
1-800-282-8574

Delaware Public Advocate  
29 South State Street  
Dover, DE 19904  
<https://publicadvocate.delaware.gov>  
888-607-2427

You will be responsible for payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution. Inspire must adhere to the provision in 26 DE Admin. Code § 3002-3.2.2 regarding good faith disputes.

## **14. Limitation of Liability.**

Inspire's aggregate liability arising out of or related to this Agreement shall not exceed the amount of your largest monthly invoice for electric service during the twelve (12) months immediately preceding cancellation of this Agreement. The Parties agree to the extent permitted

by law that the statute of limitations with respect to all claims arising out of or related to this Agreement shall be reduced to the lesser of (x) two years from the event giving rise to the claim or (y) the minimum period permitted by law and any action not brought within such time period shall be barred without regard to any other limitations period. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, INSPIRE'S LIABILITY SHALL BE LIMITED TO ONLY THE DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **15. Binding Effects; Assignment.**

This Agreement shall extend to and be binding upon Inspire's respective permitted successors and permitted assigns. You may not assign this Agreement, in whole or in part, without Inspire's prior written consent and any attempted assignment shall be void. Inspire may, without your consent, sell, transfer, pledge, encumber or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof). In addition, Inspire may assign the rights and obligations hereunder consistent with applicable law.

#### **16. Force Majeure.**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT INSPIRE'S LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **17. Severability.**

Each provision of this Agreement is made subject to the maximum extent permitted by law and if any of the provisions, or portions or applications hereof are held to be unenforceable or invalid by any court of competent jurisdiction, Inspire and Customer shall negotiate an equitable adjustment to or amendment of the affected provisions with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications hereof or thereof, shall not be affected thereby.

#### **18. Application of the UCC.**

THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER AND IF ANY TOPIC OR MATTER ADDRESSED HEREIN IS ALSO ADDRESSED IN SUCH ARTICLE 2, THEN THIS AGREEMENT SHALL CONTROL AS TO SUCH TOPIC OR MATTER. CUSTOMER HEREBY WAIVES ANY RIGHTS IT MAY HAVE PURSUANT TO SECTION 2609 OF THE UCC, OR ANY OTHER SIMILAR DOCTRINE UNDER LAW OR STATUTE WHEREBY CUSTOMER MAY DEMAND ADEQUATE ASSURANCE OF PERFORMANCE FROM INSPIRE.

#### **19. WAIVER OF JURY TRIAL.**

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN DOVER, DELAWARE. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY, PROVIDED HOWEVER, INSPIRE MAY CHANGE THE TIME, PLACE, MANNER, PROCESS OR PROCEDURE OF THE BINDING OBLIGATION TO ARBITRATE IN COMPLIANCE WITH THE FOLLOWING SECTION.

#### **20. Other Provisions.**

This Agreement and any amendments to these documents constitute your entire Agreement between you and Inspire with regard to your purchase of electric generation and other related services from Inspire. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. This Agreement is binding upon the parties and their respective successors and assigns. There are no third-party beneficiaries to this Agreement. This Agreement will be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in the State and Federal courts located in Wilmington, Delaware.

## **21. Customer Information Release Authorization.**

By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide service to you, including your address, telephone number, account number(s), future and historical electricity consumption, meter readings including smart meter data, payment history, billing determinants, rate classifications, and peak electricity demand. You further agree that Inspire may share information about your account with any designated rewards partner to the extent necessary to administer the rewards program consistent with the privacy policy of Inspire, which can be found at <https://www.helloinspire.com/policies/privacy-policy>. We reserve the right to share information with Inspire affiliates, subsidiaries, your utility, and any service vendor or others Inspire uses to our business — including third party entities with we have relationships, to the extent permitted by law. We will not distribute or sell your personal information to any unaffiliated party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement or to allow you to receive any rewards. This authorization will remain in effect for the duration of this Agreement. You may rescind this authorization at any time by providing written notice thereof to Inspire, at 1200 Ferry Avenue Camden NJ 08104 or by calling Inspire at 866-403-2620. Inspire reserves the right to cancel this Agreement on thirty (30) calendar days' notice in the event Customer rescinds such authorization.

## **22. Use of Information.**

You agree that Inspire may share your information with Inspire's subsidiaries and/ or affiliates, your utility, and any service vendor or others Inspire uses to support our business, including any third party entities with whom we have relationships. You may rescind these authorizations and restrict the release of your information by contacting us by phone at 1.866.403.2620. Inspire reserves the right, to the extent permitted by law, to reject your enrollment or terminate this Agreement and cancel your service in accordance with this Agreement in the event these authorizations are rescinded.

## **23. Regulatory Changes.**

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Inspire is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Inspire will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, PJM, the Commission or any governmental agency, whereby Inspire incurs additional charges or costs as a result of such changes, then Inspire will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Inspire by providing you with 45 days' notice before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

## **24. Amendments.**

If after execution of this Agreement, Inspire changes any of its material terms, you will be notified of such changes and you will be provided a copy of or website link to access the updated terms. We will send you notice forty-five (45) days in advance of the effective date of the amendment that will explain your options. However, in no event shall Inspire be permitted to change the waiver of jury trial provision contained herein with respect to Customer or Inspire. The amendment will become effective unless you notify Inspire not later than 15 days before the effective date that you do not accept the amendment. If you send such a notice, then Inspire, in its sole discretion, may terminate this Agreement at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a cancellation fee. Upon termination, you will be switched to your EDC's standard offer service unless you choose another electricity provider. For the avoidance of doubt, in no event shall any such updated version of the Agreement change, alter, amend or otherwise be construed to mean that the mandatory nature of the waiver of jury trial provision contained herein is changed.

## **25. Notices.**

Unless otherwise required by law, you agree that Inspire may transmit to you all notices electronically, including via electronic mail ("e-mail") to the e-mail address you have provided to Inspire. You shall notify Inspire within seven (7) calendar days in the event your e-mail address changes by calling Inspire at 866-403-2620.

## **26. Contact Information.**

Electric supplier name: Inspire Energy Holdings, LLC  
Mailing address: 1200 Ferry Avenue Camden NJ 08104  
Phone number: 866-403-2620  
Internet address: [www.helloinspire.com](http://www.helloinspire.com)

If you have an electric outage, service interruption or other emergency, you can contact your Delmarva Power at 1-800-898-8042.

To contact the Delaware Public Service Commission:  
Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
<http://dep.sc.delaware.gov>  
1-800-282-8574

To contact the Delaware Division of the Public Advocate  
Delaware Public Advocate  
29 South State Street  
Dover, DE 19904

<https://publicadvocate.delaware.gov>  
888-607-2427

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
I have read and agree to these contractual terms and I am authorized to approve this change in utility service to Inspire.

Delaware Electricity Fixed Sales Agreement  
Sales Ambassador Name  
Sales Ambassador ID #  
Date of Sale

64eb8ef0

## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Inspire Energy Holdings, LLC at Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104 not later than midnight of \_\_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**



## NOTICE OF CANCELLATION

**Date of Transaction:** \_\_\_\_\_

**You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do not return the goods available to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Inspire Energy Holdings, LLC at Inspire Energy Holdings, LLC, 1200 Ferry Avenue Camden NJ 08104 not later than midnight of \_\_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(Buyer's Signature)**